

**TRIPURA**



**GAZETTE**

*Published by Authority*

**EXTRAORDINARY ISSUE**

---

*Agartala, Wednesday, May 28, 2025 A. D., Jyaistha 7, 1947 S. E.*

---

**PART--I-- Orders and Notifications by the Government of Tripura,  
The High Court, Government Treasury etc.**

**TRIPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL  
OFFICE OF THE CHIEF EXECUTIVE OFFICER  
KHMULWNG : WEST : TRIPURA.**

**No.F.11(33)/PO(LAW)/ADC/2011/59**

**Dated, Khumulwng, the 23rd May, 2025.**

**NOTIFICATION**

In pursuance of paragraph 11 of the Sixth Schedule to the Constitution of India, the Tripura Tribal Areas Autonomous District Council, Guidelines for Grant of House Building Advance to Members (including Chairman, Chief Executive Member, Executive Members and Leader of Opposition) of District Councils, 2025 passed by the Executive Committee, TTAADC vide No.F.26/ ADC/ACEO/15<sup>th</sup> EC/2022/198-209 dated, 19-05-2025, item No.2 is hereby published for general information.

By order of the Executive Committee,

A handwritten signature in black ink, appearing to read "2025/2025".  
**Chief Executive Officer  
TTAACD, Khumulwng.**



**TRIPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL  
OFFICE OF THE CHIEF EXECUTIVE OFFICER  
KHUMULWNG: WEST: TRIPURA.**

No.F.11(33)/PO(LAW)/ADC/2011/\_\_\_\_\_

Dated, Khumulwng, the \_\_\_\_\_

**NOTIFICATION**

**Subject:- Guidelines for Grant of House Building Advance to Members (including Chairman, Chief Executive Member, Executive Members and Leader of Opposition) of District Councils, 2025.**

In exercise of power conferred under rule 24 of the Tripura Tribal Areas Autonomous District Council Salaries, Allowances and other benefits of the Chairman, Chief Executive Member, Executive Members and Leader of opposition and salaries, Allowances and pension of Members of TTAADC Rules, 1985, the Executive Committee of Tripura Tribal Areas Autonomous District Council hereby makes the following guidelines, namely:—

1. Definitions.	<p>(a) “Advance” means and includes an advance sanctioned to a member for the purposes mentioned in rule 24 of the Rules.</p> <p>(b) “Appropriate Authority” means the Chief Executive Member of the TTAADC.</p> <p>(c) “Audit Officer” means and includes the Accounts &amp; Audit Officer, whatever his official designation who authorizes the disbursement of pay and allowances of a member of the District Council.</p> <p>(d) “Bank” means and includes—</p> <p>(i) a bank or a banking company, as defined in the Banking Regulation Act 1949 (10 of 1949) or a corresponding new bank, or subsidiary bank and includes a co-operative bank, as defined in the Reserve Bank of India Act, 1934;</p> <p>(ii) the State Bank of India constituted under the State Bank of India Act 1955;</p> <p>(iii) a subsidiary bank, as defined under the State Bank of India (Subsidiary Banks) Act, 1959;</p> <p>(iv) a corresponding new bank, constituted under the Banking Companies (Acquisition &amp; Transfer of Undertaking) Act, 1980;</p> <p>(v) any banking institution notified by the Central Government under section 51 of the Banking Regulation Act, 1949;</p> <p>(e) “Construction of building” in an appropriate case, includes the cost of land;</p> <p>(f) “Prescribed” means prescribed by the Executive Committee under the Rules;</p>
-----------------	---

	<p>(g) “<b>District Council</b>” means Tripura Tribal Areas Autonomous District Council or “TTAACD”.</p> <p>(h) “<b>Executive Officer (Finance)</b>” means the Executive Officer (Finance) of District Council.</p> <p>(i) “<b>Forms</b>” means the forms appended to these rules.</p> <p>(j) “<b>Guidelines</b>” means “<b>Guidelines for Grant of House Building Advance to Members (including Chairman, Chief Executive Member, Executive Members and Leader of Opposition) of District Councils, 2025</b>” under rule 24 of the Salaries, Allowances and other benefits of the Chairman, Chief Executive Member, Executive Members and Leader of opposition and salaries, Allowances and pension of Members of TTAADC Rules, 1985.</p> <p>(k) “<b>Hostel</b>” means the premises for the purpose of accommodation of members of the District Council;</p> <p>(l) “<b>Member</b>” means any sitting member (includes Chairman, Chief Executive Member, Executive Members and Leader of Opposition) of the District Council;</p> <p>(m) “<b>Rules</b>” mean the Tripura Tribal Areas Autonomous District Council (Salaries, Allowances and other benefits of the Chairman, Chief Executive Member, Executive Members and Leader of opposition and salaries, Allowances and pension of Members of TTAADC Rules, 1985).</p> <p>(n) “<b>Sanctioning Authority</b>” means the Chief Executive Officer (i.e., CEO) of District Council or any other officer authorized by the Chief Executive Member in this behalf;</p> <p>(o) “<b>Secretary</b>” means the Secretary to District Council (i.e., Legislative wing);</p> <p>(p) “<b>Secretarial</b>” means the Secretariat of the District Council (i.e., Main Administrative Block);</p>
2. Application for the grant of advance partly for purchase of land and partly for the construction of residential building.	<p>(1) A member of Executive Committee desires of getting advance partly for purchase of land and partly for the construction of residential building thereon, shall apply to the Sanctioning Authority in Form-A, given in the Schedule, appended hereto;</p> <p>Provided that a member including the Chairman of District Council and Leader of Opposition other than the members of Executive Committee if desires of getting advance partly for purchase of land and partly for the construction of residential building thereon, may apply through Secretary of District Council to the Sanctioning Authority in Form-A, given in Schedule, appended hereto;</p> <p>(2) The application referred to in sub-rule (1), shall be accompanied by an agreement to sell the land in Form-E, given in the Schedule appended hereto, executed by the intended seller of the plot or land on which construction can be commenced immediately on receipt of the loan.</p>

<p><b>3. Conditions for grant of getting advance partly for purchase of land and partly for the construction of residential building.</b></p>	<p>The Sanctioning Authority shall sanction a repayable advance for the purchase of land and for construction of residential building thereon, subject to the following conditions—</p> <p>(1) The member concerned must certify that, the advance is actually required for purchase of land and for construction of residential building thereon for occupation by him where he intends to settle down.</p> <p>(2) The land must be purchased within one month from the drawal of the first installment of advance.</p> <p>(3) A satisfactory proof (sale deed) of the purchase of the land shall be submitted to the Sanctioning Authority immediately the purchase is made, failing which, the member shall be liable to refund at once the entire amount of advance paid for purchasing of land together with interest accrued thereon.</p> <p>(4) The purchased land along with building to be erected thereupon shall be mortgaged to the District Council in <b>Form-B</b>, before second installment of advance is drawn by the member concerned.</p> <p>(5) The advance shall be disbursed in three installments and the amount of each installment shall be as under—</p> <ul style="list-style-type: none"> <li>(i) <b>First installment:</b> may extend to fifty percent of the advance at the time of purchasing the land.</li> <li>(ii) <b>Second installment:</b> half of the remaining percent of the advance at the time of starting construction.</li> <li>(iii) <b>Third installment:</b> The remaining amount of the advance after the residential building has been constructed up to roof level.</li> </ul> <p>Provided that the second and third installments shall be released only when the member furnishes an affidavit to the Sanctioning Authority, to the effect that an amount of installment previously drawn has actually been utilized for the purpose for which it was drawn.</p> <p>(6) The member shall forthwith refund to the District Council the amount, if any, which is not spent for the purpose for which it was drawn.</p> <p>(7) The residential building shall be maintained in good condition at the cost of the member concerned and municipal and other local taxes in respect of the residential building shall regularly be paid by him until the advance along with interest is repaid to the District Council.</p>
<p><b>4. Application for the grant of getting advance for the construction of a residential building.</b></p>	<p>A member owns and posses land and desires of getting advance for the construction of a residential building thereon, shall apply to the Sanctioning Authority in <b>Form-C</b>.</p>

5. Conditions for grant of advance for construction of building.	<p>(i) The member concerned must certify that the advance is actually required for building of a house for occupation by him where he intends to settle down.</p> <p>(ii) The land which is free-hold along with building to be erected thereupon shall be mortgaged to the District Council in Form-B before any installment of advance is drawn by the member concerned.</p> <p>(iii) The advance shall be disbursed in two installments and the amount of each installment shall be as under-</p> <p>(a) <b>First installment:</b> equal to fifty percent of the advance at the time of starting construction.</p> <p>(b) <b>Second installment:</b> equal to fifty percent of the advance after the residential building has been constructed up to roof level.</p> <p>Provided that the second installments shall be released only when the member furnishes an affidavit to the Sanctioning Authority, to the effect that the amount of an installment previously drawn has actually been utilized for the purpose for which it was drawn.</p> <p>(iv) The member shall forthwith refund to the District Council the amount, if any, which not spent the purpose for which it was drawn.</p> <p>(v) The residential building shall be maintained in good condition at the cost of the member concerned and municipal and other local taxes in respect of the residential building shall regularly be paid by him until the advance along with interest is repaid to the District Council.</p>
6. Advance for purchasing a ready-built house.	<p>(1) A member desirous of getting advance for purchasing a ready- built house shall apply to the Sanctioning Authority in <b>Form-D</b>.</p> <p>(2) The application referred to in sub-rule (1) shall be accompanied by an agreement to sell, in <b>Form-E-1</b>, executed by the intended seller.</p> <p>(3) The member shall furnish an irrevocable bank guarantee worth not less than the amount of advance required or a surety bond in <b>Form-E-2</b>, executed by a person having immovable property worth not less than the amount of advance.</p>
7. Conditions for grant of advance for purchase of a ready-built house.	<p>The Sanctioning Authority shall sanction the repayable advance for purchase of a ready- built house to a member, subject to the following conditions—</p> <p>(i) The house should be new and un-lived in.</p> <p>(ii) The house must be purchased within one month from the drawal of the said advance.</p> <p>(iii) A satisfactory proof of the purchase of the house shall be submitted to the Sanctioning Authority immediately after the purchase is made.</p> <p>(iv) The member shall within a fortnight refund the surplus amount to the District Council, if the amount of advance is more than what is actually spent for purchase of a house.</p>

	<p>(v) The member shall mortgage the house purchased with the advance and built on a plot is free-hold in favour of the Chief Executive Officer, TTAADC in <b>Form-B</b>, within a period of fifteen days from the date of purchase thereof.</p> <p>(vi) The house shall be maintained in good condition at the cost of the member concerned and <b>municipal</b> and other local taxes in respect of the house shall regularly be paid by him until the advance along with interest is repaid to the District Council.</p> <p>(vii) The entire amount of loan shall be disbursed in one installment after application agreement and bank guarantee or surety bond are furnished required under sub-rule (2) &amp; (3) of rule 7.</p>
8. Safe Custody of mortgage deed.	The Sanctioning Authority shall ensure that the mortgage deed and surety bond, referred to in rule 4, 6, 7 and 8, are duly executed and placed by him in safe custody.
9. Disbursement of advance.	The amount of advance sanctioned under rule 4, 6 and 8, shall be drawn and disbursed to the member concerned by the Sanctioning Authority.
10. Misutilisation of the advance, furnishing false information.	Utilization of the advance for a purpose other than for which it was sanctioned or furnishing of false certificate for making any false statement in the application for obtaining advance shall render the member liable to refund to the District Council forthwith entire advance drawn by him along with interest in addition to penal interest at such rate as may be specified by the District Council from time to time.
11. Interest.	<p>In respect of the advance sanctioned under rule 4, 6 and 8, the simple interest shall be charged at the rate of five percent per annum.</p> <p><b>Notes-</b></p> <p>(1) The interest shall be rounded off to the nearest rupee, that is less than fifty paise shall be ignored while fifty paise and above shall be taken as a rupee.</p> <p>(2) The interest shall be calculated on balance outstanding on the last day of each month by the Sanctioning Authority..</p> <p>(3) In case, where the advance is drawn in more than one installment the rate of interest applicable shall be determined with reference to the date on which the first installment is drawn.</p> <p>(4) The interest shall also be recoverable along with the principal amount in the manner indicated in rule 14.</p> <p>(5) The audit officer shall check the correctness of the interest to be recovered from the member.</p>

12. Penal Interest.	Without prejudice to any other action that may be taken under the rules, a member, who is found to have misutilised the advance or has not fulfilled all or any of the conditions of the sanction or has not retained the amount of the advance beyond the period specified for utilization, a penal interest shall be charged at 2% per annum.
13. Recovery of advance.	<p>(1) The advance sanctioned under rule 4 or 6, shall be repayable in monthly installments commencing from the expiry of a period of six months from the date of the drawal of the first installment or the completion of the house or building, whichever is earlier and the advance sanctioned under rule 8, shall be repayable in monthly installments commencing from the month succeeding the month in which the advance has been drawn and such monthly installments shall be recovered from the salary or pension, as the case may be, of the concerned member, till the entire amount is realized without prejudice to the other rights and remedies of the District Council. The installments of the advance shall be so regulated by the Sanctioning Authority, that the entire amount of advance is recovered from the member within a period of 20 (twenty) years from the date of drawal of the advance. The principal amount of loan shall be realized first, in maximum 190 (one ninety) monthly installments and after recovery of the same the interest to be realized in maximum 70 (seventy) monthly installments.</p> <p>There shall be no interest on interest. Both the loan amount, as well as the interest shall be recovered within a period of 25 (twenty-five) years.</p> <p>Provided that a member availing the advance may be deposit the entire amount or part thereof at any time during the period fixed for recovery. In case of part payment, installments may be fixed for the residue by the Sanctioning Authority.</p> <p>Provided further that, any advance lying outstanding and interest thereon, on the date of coming into force of this guidelines may be recovered from the salary or pension of the member concerned in monthly installments, as may be determined by the Sanctioning Authority.</p> <p>(2) If the full amount of advance with interest thereon or part of the advance is paid by the member, as provided in the first proviso to sub-rule (1), it shall be deposited by the member in the account of District Council Fund, Khumulwng or in any other Account of District Council within the territory of the State of Tripura and the original challan in token shall be submitted to the Executive Officer (Finance), TTAADC, immediately.</p>
14. Sale of residential building or house.	The residential building or house constructed or ready-built house purchased, with the aid of advance under these guidelines, shall not be sold without prior permission of the District Council, so long such advance together with interest accrued thereon has not been fully repaid.
15. Exemption from repayment of an advance in case of demise of the member.	In the event of demise of the member before complete repayment of the amount of advance or so much thereof, the responsibility for the outstanding balance shall be relieved from his /her legal heirs or estate.

**FORM 'A'**  
(See rule 3 (1))

**Application form for House Building Advance**

1.	Name of Member (in block letters)	
2.	Father's Name	
3.	Name of the Constituency from which elected	
4.	Date of swearing in as member of the District Council	
5.	Particulars of allowances drawn	
6.	Particulars of any other District Council advance outstanding against him giving nature of advance and rate of monthly recovery	
7.	Permanent address	
8.	(a) Amount of advance admissible	
	(b) Amount of advance required (for land/construction/both)	
9.	(a) Description of the plot (i) exact location of the plot (ii) area of the plot; and (iii) Covered area (iv) Name of the owner and address (v) Price to be paid/settled (attach a copy of the agreement or sale-deed). (vi) Indicate the exact date by which the agreement or sale-deed will be executed (vii) If the price of the plot or land proposed to be purchased is more than the amount of advance how do you propose to pay the balance (viii) Have you satisfied yourself that the Transaction would result in your acquiring an undisputed titled to the plot or land (enclose an attested copy) of the letter from seller that subject to settlement payment of the price he can handover to the applicant the vacant possession of the land within a fortnight from the date of the latter. (b) Attach declaration and a affidavit in the enclosed form	
10.	(a) Approximate floor area of the house to be constructed	

(b) Estimated cost of construction	
(c) Whether the construction is required to be completed within a specified period? If so, enclosed an attested copy of the notice or order.	
(d) Does the land/plot fall in urban area? (Attach documents/proof that the plan has been approved by the competent authority and state the period of its validity)	
(e) Is the land within or outside Municipal limit and falls in rural area (Attached to that effect a certificate from the Tehsildar, (Tehsildar or the Gram Pradhan)	

11. Proposed monthly installment of recovery to ensure complete repayment of advance and interest within a period of fifteen years from the date of drawal of advance.

#### **DECLARATION**

1. I undertake to utilise the amount of advance for the purpose for which it has been applied for and understand that in case of misutilisation of the advance or mis-statements of any fact, I shall in addition to refunding the entire amount in lump sum along with interest be liable to pay penal interest at such rates as may be specified by the District Council from time to time.

2. I undertake to refund the balance, left if any

Documents enclosed

- 1.
- 2.
- 3.
- 4.

Station :-

Date :-

*Signature of Member with Address and seal*

**AFFIDAVIT**

**AFFIDAVIT OF.....son of.....**  
.....aged..... resident of.....

I, the aforesaid..... hereby solemnly affirm and declare as follows :-

that I propose to purchase a plot of land at.....  
..... on which I now intend to construct the house.....

that I Want to construct the house for my bonafide residence.

that neither I nor any member of my family has drawn any house building advance under any scheme from any source.

Place :-

Date :-

**DEPONENT**

Verified that the above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place :-

Date :-

**DEPONENT**

**FORM 'B'**  
(See rule 4 (4),6(II) and 8 (V)

**Form of Mortgage Deed to be executed when the property is free hold.**

This Indenture made this.....day of.....one thousand nine hundred and.....between.....son of .....of.....aged..... Member of District Council (hereinafter called the "Mortgagor" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and assigns) of the One Part and the Chief Executive Officer, TTAADC (Hereinafter called "the Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART;

WHEREAS THE Mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and or house hereditaments and premises hereunder described in the Scheduled hereunder written and for greater clearance delineated on the plan annexed thereto and thereon shown with the boundaries thereof coloured..... and expressed to be hereby conveyed, transferred and a assured (hereinafter referred to as "the mortgaged property").

AND WHEREAS the Mortgagor applied to the Mortgagee for an advance of ₹.....(Rupees..... only) for the purpose of enabling the Mortgagor.

- \*\* 1. to purchase land and to construct house thereon.
- \*\* 2. to construct a house on the hereditaments.
- \*\* 3. to purchase a ready built house.

AND WHEREAS the Mortgage agreed to advance to the Mortgagor the said sum of ₹.....on certain terms and conditions.

---

\*\* Strike out whichever in not applicable.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagee should secure the payment of the said advance and due observance of all the terms and conditions contained in the [Guidelines for Grant of House Building Advance to Members (including Chairman, Chief Executive Member, Executive Member and Leader of Opposition) of District Councils, 2025] (hereinafter referred to as the "said Guidelines which expression shall, where the context so admits include any amendment or change/modification thereof or addition thereto for the time being in force) by mortgage of the property described in the Schedule hereunder written;

- AND WHEREAS the Mortgagee.....
1. has sanctioned to the Mortgagor, an advance of ₹.....(Rupees..... only) payable by such installments and in the manner as hereinafter appearing.
  2. has paid to the Mortgagor an advance of ₹.....(Rupees..... only) on..... and in the manner provided in the said rules upon having the repayment of the 1 the observance of all the terms and conditions contained in the said rules as mentioned secured in the manner hereinafter appearing;

AND WHEREAS the Mortgagor is to receive from the Mortgagee the aforesaid advance in lump sum or in the following installments:—

1 <sup>st</sup> Installment	₹.
2 <sup>nd</sup> Installment	₹.
3 <sup>rd</sup> Installment	₹.

Now this indenture witnesseth as follows :

- (i) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the Mortgagee the Mortgagor pursuant to the provisions contained in the said rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of ₹.....(Rupees.....only) alongwith interest thereon by.....monthly installments commencing from the month of.....Nineteen hundred and.....

Provided that in the event of the demise of the Mortgagor the amount of advance or so much thereof as shall then remain due and unpaid shall subject to the provision of become payable forthwith to the Mortgagee with interest due thereon and in the event of failure by the legal heir of the mortgagor to repay the same within a period of one month from the date of the demise the same shall be recovered by sale of the Mortgaged property without intervention of the Court and the mortgagee would be entitled to recover the costs. if any incurred by him for the purpose.

- (ii) If the Mortgagor shall utilize the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or be disqualified to be member of the District Council for any reason or if the Mortgagor fails to observe or perform any of the terms conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such case the whole of the amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon @.....per annum calculated from the date of the payment by the Mortgagee of the First installment of the said advance;
- (iii) In further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents; the Mortgagor doth hereby grant, convey, transfer assign and assure the Mortgagee ALL AND SINGULAR the said mortgaged property fully described in the Schedule hereunder written together with building erected or to be erected by the Mortgagor on the said mortgaged property or material for the time being thereon with all rights, casements and appurtenances to the said mortgaged property or any of them belonging to HOLD the said mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or material for the time being thereon upto and to the use of the Mortgagee absolutely for ever free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained:

**PROVIDED ALWAYS AND** it is hereby agreed and declared by and between the parties hereto that if Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said rules then the Mortgagee will at any time there after upon the request and at the cost of the Mortgagor reconvey retransfer and reassure the said mortgaged property unto and to the use of the Mortgagor or as he may direct.

- (iv) **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED-** that if there shall be any breach by the Mortgagor of the covenants on his part herein contained and to be observed and performed by him or if the Mortgagor shall become insolvent or be disqualified to be the member of the District Council for any reasons or if he dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these present or otherwise, then and in any such cases it shall be lawful for the Mortgagee to sell without intervention of the Court the said mortgaged property or any part thereof either together or in parcels and either by Public auction or by Private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurance for effectuating any such sale as the Mortgagee shall think fit AND IT IS HEREBY declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT IS HEREBY declared that the Mortgagee shall hold the moneys to arise from any such sale in pursuance of the aforesaid power upon TRUST in the first place therout to pay all the expenses incurred on such sale and then to pay moneys in on towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.
- (v) The Mortgagor hereby covenants with the Mortgagee as follows.—
- (a) That the MORTGAGOR NOW hath in himself good right and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and to use of the Mortgagee in the manner aforesaid ;
  - (b) That the Mortgagor shall carry out the construction of the house exactly in accordance with the plan and specifications approved by the Administration/ Municipal Corporation/ Municipal Committee/ Notified Area Committee concerned. The Mortgagor shall certify, when applying for installments of advance that the amount already drawn out of the said sanctioned advance has actually been used on the construction of the house. He will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he will be liable to pay to the Mortgagee forthwith the entire advance received by him alongwith interest in addition to penal interest at such rate as may be specified by District Council from time to time.
  - (c) That the Mortgagor shall complete the construction of the house within six months—

Unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules in lump sum. The mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to

Tripura Gazette, Extraordinary Issue, May 28, 2025 A. D.

the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

- (d) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance alongwith interest has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (e) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance and interest thereon has been repaid in full.
- (f) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred for which the advance was sanctioned.
- (g) The mortgagor shall not during the continuance of these presents charge, encumber, alienate etc. or otherwise dispose of the, mortgaged property.

SCHEDULE ABOVE REFERRED TO

In witness whereof the Mortgagor has hereunto set his hand and the Chief Executive Officer, TTAADC has caused Shri..... for and on his behalf set his hand hereunto the day and year first above written.

.....  
*Signed by the said (Mortgagor)*

In the Presence of :  
1<sup>st</sup> Witness :  
Address :  
Occupation :  
2<sup>nd</sup> Witness :  
Address :  
Occupation :

Signed by Shri ..... for and on behalf of the  
Chief Executive Officer, TTAADC in the presence of ----

In the Presence of :  
1<sup>st</sup> Witness :  
Address :  
Occupation :  
2<sup>nd</sup> Witness :  
Address :  
Occupation :

**FORM 'C'**  
(See rule 5)

**Application form for House Building Advance**

1.	Name of Member (in block letters)	
2.	Father's Name	
3.	Name of the Constituency from which elected	
4.	Omitted	
5.	Date of swearing in as member of the District Council (TTAACD)	
6.	Particulars of allowances drawn	
7.	Particulars of any other District Council advance outstanding against him giving nature of advance and rate of monthly recovery	
8.	Permanent address	
9.	(a) Amount of advance admissible (b) Amount of advance required	
10.	(a) Description of the plot (i) exact location of the plot (ii) area of the plot; and (iii) where you intend to settle (b) Attach declaration and an affidavit in the enclosed form	
11.	(a) Is your title to land undisputed and free from encumbrances? If so, give proof viz, attested copy of allotment order, registration deed, copy of Jamabandi/intequal, etc. or have been allotted a plot by the State Government or any Improvement Trust, Municipal Committee, Notified Area Committee, or Gram Panchayat. (b) Approximate floor area of the house to be constructed ; (c) Estimated cost of construction. (d) Whether the construction is required to be completed within a specified period? If so, enclosed an attested copy of the notice or order. (e) Is the land free hold? (f) Does the land/plot fall in urban area? (Attach documents/proof that the plan has been approved by the competent Authority and state the period of its validity)	

	(g) Is the land within or outside Municipal limit and falls in rural area (Attached to that effect a certificate from the Tehsildar or the Gram Pradhan).	
12.	Proposed monthly installment of recovery to ensure complete repayment of advance and interest within a period of fifteen years from the date of drawal of advance.	

### DECLARATION

1. I undertake to utilise the amount of advance for the purpose for which it has been applied for and understand that in case of misutilisation of the advance or mis-statements of any fact. I shall in addition to refunding the entire amount in lump sum alongwith interest be liable to pay penal interest at such rates as may be specified by the District Council from time to time.

2. I undertake to refund the balance left any.

#### Documents enclosed

- 1.
- 2.
- 3.
- 4.

*Signature of Member with Address*

Station :-

Date :-

**AFFIDAVIT**

**AFFIDAVIT OF.....son of.....  
.....aged ....., resident of.....**

I, the aforesaid....., hereby solemnly affirm  
and declare as follows:-

that I am the sole owner/or allottee of the plot No.....on which I now  
intend to construct the house at.....

that I want to construct the house for my bonafide residence.

that neither I nor any member of my family has drawn any house building advance under any  
scheme from any source.

Place :-

Date :-

**DEPONENT**

Verified that the above statement of mine is true and correct to the best of my knowledge and  
belief and nothing has been concealed therein.

**DEPONENT**

Place :-

Date :-

**FORM 'D'**  
*(See rule 7 (1))*

**APPLICATION FORM FOR PURCHASE OF BUILD-UP HOUSE**

1.	Name of Member (in block letters)	
2.	Father's Name	
3.	Name of the Constituency from which elected	
4.	Omitted	
5.	Date of swearing in as member of the District Council.	
6.	Particulars of pay allowance drawn	
7.	Particulars of any other advance outstanding against him giving nature of advance and rate of monthly recovery.	
8.	Permanent address	
9.	(a) Amount of advance admissible	
	(b) Amount of advance required	
10.	Location of the house with full address	
11.	(a) Area of the Plot; and  (b) Covered area;	
12.	Age of the house	
13.	Name of the owner and address	
14.	(i) Price to be paid/settled(attached an attested copy of the agreement or sale deed)  (ii) Indicate the exact date by which the agreement or sale deed will be executed.  (iii) If the price of the house proposed to be purchased is more than the amount of advance how do you proposed to pay the balance.	
15.	Have you satisfied yourself that the transaction would result in your acquiring an undisputed titled to the house (enclose an attested copy of the letter from the seller that subject to settlement/payment of the price he can hand over to the applicant the vacant possession of the house within period to two months the date of the letter.	

16.	Is the land on which house stands free-hold?	
17.	Attach affidavit in the enclosed Form	

**DECLARATION**

1. I, undertake to utilise the amount of advance for the purpose for which it has been applied for and understand that in case of misutilisation of the advance or mis-statements of any fact, I shall in addition to refunding the entire amount in lump sum along with interest be liable to pay penal interest at such rates as may be specified by the District Council from time to time.

2. I undertake to refund the balance left any.

*Signature of Member with Address*

Station :-

Dated :-

**FORME 'E'**  
(See rule 3(2))

**AGREEMENT TO SELL**

This agreement to sell is made at..... the .....day of..... 202..... between (1)..... S/o Shri..... resident of house No..... (hereinafter referred to as the seller) which term shall where the context so admits include his heirs, executors, successors, legal representative and administrators) of the one part; and (2) Shri..... S/o..... resident of House No..... (hereinafter referred to as the purchaser) which term shall where the context so admits include his heirs, assignees, successors and legal representatives and administrators of the other part.

WHEREAS the said seller is the absolute owner and in possession of a plot of land square measuring.....square/yards.....

And whereas the said plot of land is free from all sorts of encumbrances that is sale, gift, mortgagee and will etc. to date;

And whereas due to some family unavoidable circumstances and other financial difficulties the seller is not in position to retain the said plot of land, therefore, he had agreed with the purchaser for the absolute sale of his above mentioned plot of land in favour of the purchaser and the purchaser has also agreed to purchase the same, on the following terms and conditions:—

(i) That the sale price of the said plot of land is fixed at Rs..... and Rs..... has been paid as earnest money to the seller with the promise that remaining amount will be paid by the purchaser within..... months.

(ii) That the seller hereby further agrees and undertakes to execute and sign all such papers/documents regarding the transfer of ownership of the said plot of land in the name of the purchaser or nominees or any other person or person(s) if such (Necessity arises at any later stage) on the request and at cost of the purchaser without any hesitation and delay.

3. That all the expenses on the sale deed, i.e., the cost of stamps and registration charges and on the deed of conveyance shall be borne by the purchaser.

4. In witness whereof the parties have set their hands on this deed at..... on the .....and .....mentioned above in the presence of witness.

Witness No. 1

Seller

Witness No. 2

Purchaser

**FORM "E"—1**  
(See rule 7 (2))

**AGREEMENT TO SELL**

This agreement to sell is made at.....the.....day of .....

202..... between (1)..... S/o Shri.....  
resident of house No.....(hereinafter referred to as the  
seller) which term shall where the context so admits include his heirs, executors, successors, legal  
representative and administrators) of the one part; and (2) Shri.....  
.....S/o Shri .....resident of House  
No.....(hereinafter referred to as the purchaser) which term shall where the  
context so admits include his heirs, assignees, successors, and legal representatives and administrators  
of the other part.

WHEREAS the said seller is the absolute owner and in possession of a own residential house  
No..... measuring..... square yards.....

And whereas the said house is free from all sorts of encumbrances that is sale, gift, mortgagee  
and will etc. to date.

And whereas due to some family unavoidable circumstances and other financial difficulties the  
seller is not in position to retain the house, therefore, he had agreed with the purchaser for the absolute  
sale of his above mentioned house in favour of the purchaser and the purchaser has also agreed to  
purchase the same, on the following terms and conditions:—

(i) That the sale price of the said house is fixed at Rs.....and  
Rs..... has been paid as earnest money to the seller with the promise that  
remaining amount will be paid by the purchaser within.....months.

(ii) That the seller hereby further agrees and undertakes to execute and sign all such  
papers/documents regarding the transfer of ownership of the said house in the name of the purchaser  
or nominees or any other person or person(s) if such (Necessity arises at any later stage) on the request  
and at cost of the purchaser without any hesitation and delay.

3. That all the expenses on the sale deed, i.e., the cost of stamps and registration charges and on  
the deed of conveyance shall be borne by the purchaser.

4. In witness whereof the parties have set their hands on this deed at..... on  
the .....and .....mentioned above in the  
presence of witnesscs.

*Witness No. 1*

*Seller*

*Witness No. 2*

*Purchaser*

**FORM 'E'—2"**  
(See rule 7(3))

**SURETY BOND**

KNOW ALL MEN BY THESE PRESENTS THAT I.....  
aged ..... Years in the profession/occupation of .....son/  
wife/daughter of..... a resident of ..... in  
the District of ..... at present having immovable property worth  
₹..... in the State of .....(hereinafter called  
"the surety") am held and firmly bound unto the Chief Executive Officer, TTAADC (hereinafter  
called "the CEO") which expression shall unless excluded by or repugnant to the subject or context,  
include his successors in office and assigns in the sum of Rs..... (Rupees.....  
.....only) to be paid to the CEO FOR WHICH PAYMENTS to be well truly made I  
hereby bind myself, my heirs, executors, administrators and, representatives firmly by these presents.

As witness I set my hand this ..... day of .....  
one thousand nine hundred and ..... WHEREAS.....  
..... son/wife/daughter of ..... resident of .....  
..... in the District of ..... at present Member of the  
District Council. (hereinafter called the "Borrower") applied to the Sanctioning Authority for an  
advance of ₹..... for purchasing a built-up house at.....  
..... District.....

And whereas the Sanctioning Authority sanctioned the payment of ₹.....  
(Rupees.....only) under rule 24 of the Salaries, Allowances and other  
benefits of the Chairman, Chief Executive Member, Executive Members and Leader of opposition and  
salaries, Allowances and pension of Members of TTAADC Rules, 1985 and [Guidelines for Grant of  
House Building Advance to Members (including Chairman, Chief Executive Member, Executive  
Member and Leader of Opposition) of District Councils, 2025] (hereinafter referred to as the "said  
rules") to Shri.....son/wife/daughter  
of..... resident of at present Member of the  
District council for purchasing a built-up house at ..... District  
.....

AND WHEREAS THE BORROWER has undertaking to repay the said amount  
in..... monthly installments.

AND WHEREAS THE BORROWER has further undertaken to mortgage the built-up house  
purchased with the help of the said amount and observe the provisions of the said rules;

AND WHEREAS in consideration of the Sanctioning Authority having agreed to grant the  
aforesaid advance to the borrower, the surety has agreed to execute the above bond with such  
condition as hereunder is written;

**NOW THE CONDITION OF THE OBLIGATION IS SUCH**

That if said borrower shall duly and regularly pay or cause to be paid to the District Council the amount of the aforesaid advance owing to the CEO by installments until the said sum of ₹.....(Rupees.....only) along with interest due thereon shall be duly paid or mortgage the house referred to above whichever event happens earlier then this bond shall be void otherwise the same shall be and remain in full force and virtue, BUT NEVER THELESS THAT if the borrower shall die or becomes insolvent or is disqualified to be a Member of the District Council the said principal sum of ₹.....(Rupees-.....only) together with the interest as shall then remain unpaid shall immediately become due and payable to the CEO, and recoverable from the surety in one installment by virtue of this bond.

The obligation undertaken by the surety shall not be discharged in any way affected by an extension of time or any other indulgence granted by the District Council to the said borrower. Signed and delivered by the .....  
.....said.....

(Signature of surety)

At..... day of.....

Address.....

Signature, Address and occupation  
of the witness.

In the presence of

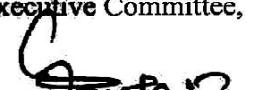
1. ....  
2. ....

Certified that the surety is the absolute owner of immovable property words Rs.....

*Signature of certifying  
Authority*

Detail of property

By order of the Executive Committee,

  
Chief Executive Officer  
TTAACD, Khumulwng.